



กองบริหารงานวิจัย มหาวิทยาลัยมหิดล
โทร. 02-849-6252 โทรสาร. 02-849-6247

ที่ ศธ 0517.016/1820

วันที่ 26 เมษายน 2562

เรื่อง แบบฟอร์มมาตรฐานในการจัดทำ Research Collaboration Agreement ของมหาวิทยาลัย
และหน่วยงานภายนอก

เรียน คณบดี / ผู้อำนวยการ

สิ่งที่ส่งมาด้วย แบบฟอร์ม Research Collaboration Agreement จำนวน 1 ฉบับ

ด้วยปัจจุบันส่วนงานต่างๆ ของมหาวิทยาลัยมีการจัดทำสัญญาความร่วมมือด้านการวิจัย: Research Collaboration Agreement (RCA) กับหน่วยงานต่างประเทศเป็นจำนวนมาก กองบริหารงานวิจัยจึงได้จัดทำแบบฟอร์มกลาง (Template) ของมหาวิทยาลัย เพื่อให้ส่วนงานต่างๆ ใช้เป็นแนวทางในการดำเนินงานจัดทำสัญญา และลดระยะเวลาในการตรวจสอบ โดยแบบฟอร์มดังกล่าวผ่านการตรวจสอบจากกองกฎหมาย และสถาบันบริหารจัดการเทคโนโลยีและนวัตกรรมของมหาวิทยาลัยแล้วจึงมีเนื้อหาครบถ้วนทั้งด้านการวิจัย กฎหมาย และการจัดการทรัพย์สินทางปัญญา

ในการนี้ ขอให้ทุกส่วนงานพิจารณาการใช้แบบฟอร์มกลางของมหาวิทยาลัยในการจัดทำสัญญาความร่วมมืองานวิจัย โดยขอให้หัวหน้าส่วนงานเสนออธิการบดีหรือรองอธิการบดีที่ได้รับมอบหมายให้ความเห็นชอบและมอบอำนาจหรือลงนามในสัญญาความร่วมมืองานวิจัยดังกล่าว

จึงเรียนมา เพื่อโปรดทราบและถือเป็นแนวทางปฏิบัติต่อไปด้วย จักขอบพระคุณยิ่ง

(ศาสตราจารย์ นายแพทย์ วชิร คชการ)
รักษาการแทนรองอธิการบดีฝ่ายวิจัยและวิชาการ
ปฏิบัติหน้าที่แทนอธิการบดี มหาวิทยาลัยมหิดล



LOGO หน่วยงาน

Research Collaboration Agreement
On the project entitled
between
Mahidol University (....Faculty / Institute)
and
(Name of Organization)

This Research Collaboration Agreement (hereinafter referred to as “Agreement”) is made at Mahidol University as of(date) by and between:

(1) Mahidol University by Faculty / Institute (ถ้ามี), having a principal place of business at 999 Phutthamonthon 4 Rd., Salaya, Nakhon Pathom 73170 (hereinafter referred to as “University”) represented by.....(authorized person), (position)and

(2) (Name of Organization), having a principal place of business at (hereinafter referred to as “Collaborator”) represented by..... (authorized person), (position)

Both Parties have agreed on the following.

1. Objectives

Both Parties agree to mutually develop and conduct a research project entitled “.....” (hereinafter referred to as “Project”) with the following objectives:

- 1.1
- 1.2

2. Principal Investigator and Scope of Work

This Project will be performed by University Principal Investigator;,
....., Mahidol University, and Collaborator Principal Investigator;
..... The University and Collaborator shall perform research collaboration as follows or as per Annex 1.

(Specify individual obligations of each Party in detail.)

University shall:

- 2.1
- 2.2

Collaborator shall:

- 2.3
- 2.4

3. Term

The research collaboration under this Agreement shall commence on (the "Effective Date") and shall remain in effect for(.....) years.

The term of this Agreement may be extended by a joint decision of both Parties made in writing as they consider appropriate.

4. Attachments

The following Attachments shall form part of this Agreement:

- | | |
|---------|---|
| Annex 1 | Scope of Work/Proposal
Number of pages |
| Annex 2 | Bank information form
Number of pages |
| Annex 3 | Payment and Reporting Schedule
Number of pages |
| Annex 4 | |

If any of the Attachments or any part thereof are in contradiction with any part of this Agreement or with any part of another Attachment, a joint decision by both Parties shall prevail.

5. Budget, Payments and Reports

The University and Collaborator agree to support budget for this Project in the amount of USD;USD (in kind/ in cash) supported by the University and USD (in kind/in cash) supported by the Collaborator. The payment will be disbursed to University or Collaborator as per Bank Account Information (Annex 2) and as per Payment and Reporting Schedule (Annex 3).

6. Tools, Equipment, and Materials

Any tools, equipment, and materials bought by either Party for the implementation of the Project shall remain property of the buying Party unless otherwise agreed upon by the Parties. The owning Party will have the right to make any marks on the tools, equipment, and materials to indicate its ownership of such items, given that these items shall be returned to the owning Party upon completion of the Project or any other termination of this Agreement.

Any transfer of Biological Material by one Party to the other Party's site shall require the prior written consent of both Parties in the form of Material Transfer Agreement.

7. Intellectual Property Rights

7.1 Neither Party receives any right, title, interest in or to any research materials provided to it by the other Party or any technology, works or inventions of the other Party that are not research

program inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing, unless given permission in writing from the other Party.

7.2 The rights, title and interest to discoveries, data, biological material or software (the "Project Result") arising directly from research activities conducted under this Agreement shall belong to the generating Party/Parties. Ownership in jointly generated Project Results is determined in accordance with the respective share that each Party has contributed to such joint Project Results. Inventions that are of the Project Results are hereinafter referred to as "Project Invention". The Parties will inform each other about Project Results via reports and via publication drafts. In addition, the parties will inform each other promptly in the event that they believe that a Project Invention has been made. Until the owning Party has filed a patent application or has publicly disclosed its Project Results, each Party agree to keep confidential the Project Results of other Party.

8. Confidentiality

Any or all proprietary, scientific, commercial, or other information, data, materials or know-how in whatever form, which is disclosed or otherwise made known by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Project under this Agreement during its implementation and which has been explicitly mark as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from the oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

Each Party shall use the Confidential Information disclosed to it solely for the purposes of this Project under this Agreement and agree to use reasonable endeavors to keep confidential and not to disclose in any way to any third party the Confidential Information other than its employees, directors, affiliates, other advisors or representatives who have a direct need to know for the purposes of this Project hereunder.

Notwithstanding the foregoing, the Confidential Information does not apply to any information that

- (i) is known to the Receiving Party prior to the disclosure;
- (ii) is or becomes part of the public domain through no fault of the Receiving Party;
- (iii) is lawfully obtained by the Receiving Party from a third party;
- (iv) is independently developed by the Receiving Party or its affiliates without use of Confidential Information of the Disclosing Party; or
- (v) is required to be disclosed under the applicable laws or regulations or an order by the court or other regulatory body having competent jurisdiction, provided that the Receiving Party agrees to promptly notify to the Disclosing Party in order to allow the Disclosing Party to contest such request, requirement or order with the assistance of the Receiving Party.

The obligations of confidentiality hereunder shall survive the expiration or termination of this Agreement for a period of (.....) years.

9. Publication and Publicity

The Parties may publish at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Project, but always subject to due observance of the provisions of this Clause.

The Party intending to make publication (the "Publishing Party") shall submit any proposed manuscript to the other Party for review, comment and permission prior to submission for publication. If the other Party determines that the proposed manuscript contains patentable subject matter which requires protection, that Party may, in writing, require the Publishing Party to delay publication for a period of time not exceeding an additional sixty (60) days for the proposed of filling patent applications. If the other Party determines that the proposed manuscript contains its Confidential Information, it may inform the Publishing Party accordingly and the Publishing Party shall delete the identified Confidential Information from the proposed manuscript. Notice of any requirement for delay of the publication and/or that the proposed manuscript contains the other party's Confidential Information shall be given to the Publishing Party within thirty (30) days of the Party's receipt of the proposed manuscript. If the aforesaid notice is not received by the Publishing Party within the said thirty (30) days, the Publishing Party shall be free to proceed with the proposed with the publication or presentation.

In accordance to scientific custom, each Party shall, in any publications it makes in relation to the methods, results and finding of the Project, acknowledge the other Party's contribution to the Project.

Neither Party may use the name, logo, or trademark of the other Party or its employees or affiliates in any press release, publicity, or advertising with respect to the Project, its result or its invention without prior written consent of the other Party.

10. Limitation on Liability

10.1 The Parties shall strictly comply with all applicable laws and regulations to avoid causing loss or damage to a third party or violate intellectual property right of a third party. Neither Party will be liable for violation-of-law damages suffered by the other Party, given each Party shall defend indemnity and hold harmless the other Party from any and all losses claimed by a third party.

10.2 In the event any claim of patent, trademark, or other intellectual property right is made by a third party against either Party regarding its activities under this Agreement, the Party shall inform the other Party of the action without delay, and neither Party will be liable for violation-of-law damages suffered by the other Party, given each Party shall defend indemnity and hold harmless the other Party from any and all losses claimed by a third party.

11. Transfer of Rights and Responsibilities

Neither Party may transfer any of its rights and responsibilities set out under this Agreement to any third party without prior written consent of the other Party.

12. Termination

12.1 Either Party may terminate this Agreement at any time by giving at least 30 days' written notice to the other Party, given that a rational reason shall be stated in the termination letter.

12.2 Either Party may terminate this Agreement upon the occurrence of any of the following events:

a) any breach by the other Party of any term of this Agreement with subsequent failure to remedy such breach within thirty (30) days after the notice has been issued;

b) any breach of confidentiality obligations in Section 8 or any breach of obligations in Section 10 by the other Party, in which case the compensation may be promptly requested.

13. Modification

This Agreement may be supplemented, amended, or modified only by mutual written agreement signed by the Parties. Any supplement, amendment, or modification made to this agreement shall form part of this Agreement and be effective from the date of signing.

14. Notices

Any notice made by either Party in relation to this Agreement shall be in writing and will be successfully submitted only when:

- a) it is handed in person to the authorized person of the other Party;
- b) it is sent via registered mail to the other Party's address specified in this Agreement, or to the address that the Party has notified to be the address for the purpose of this section;
- c) it is sent via email and confirmed promptly in writing.

For Faculty of, Mahidol University

Representative : Mr./Mrs./Miss
Position : Dean of, Mahidol University
Address :
Tel No. : +66
Fax. No. : +66
E-mail :
Principal Investigator: : Mr./Mrs./Miss
Address :
E-mail :

Collaborator :

Representative :
Position :
Address :
Tel No. : +66
Fax. No. : +66
E-mail :
Collaborator Principal Investigator: :
Address :
E-mail :

15. Waivers

No delay or failure by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

16. Governing law and dispute settlement

This Agreement shall be governed by and construed in accordance with the laws of Thailand. The court of competent jurisdiction in Thailand will have exclusive jurisdiction in case of dispute.

17. Force majeure

No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach thereof or create any liability if the same will arise from any cause or causes beyond the control of the Parties, including but not limited to, the following: acts of God; natural disasters, war or acts or omissions of any government or military authority. The affected Party by such force majeure event shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to begin or resume performance. If the force majeure event prevents the Party from performing any of its obligations under this Agreement for thirty (30) days or more, the other Party may terminate this Agreement.

All Parties have signed the agreement in two (2) duplicates to indicate their agreement. Each Party has received a copy hereof.

For and on behalf of
Mahidol University

.....
(.....)
Position
Date

Understood and acknowledgement by

.....
(.....)
Position
Principal Investigator
Date

For and on behalf of
(Name of Organization)

.....
(.....)
Position
Date

Understood and acknowledgement by

.....
(.....)
Position
Principal Investigator
Date

Annex 1
Scope of Work/Proposal

MU TEMPLATE

Annex 2**Bank information form**

Please complete all required fields electronically. If not possible, please complete by hand using BLOCK CAPITALS.

Bank Account to which payment should be made:

Account Name (mandatory)	MAHIDOL UNIVERSITY
Account Number	3164038367
SWIFT/BIC	SICOTHBK
Non IBAN Reference (ABA, BSB, ACH, IFSC; see Instructions)	
Bank Name	SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED
Bank Code (only if you do not have SWIFT/BIC)	
Branch Address (Street, City, Country)	28 PHUTTHAMONTHON 4 RD., SALAYA, PHUTTHAMONTHON, NAKHON PATHOM 73170, THAILAND

Payee:

Is the above account for an Organization or a Person?	<input checked="" type="checkbox"/> Organization <input type="checkbox"/> Person	
Organization Name (only if you indicated Organization above)	MAHIDOL UNIVERSITY	
Person Information (only if you indicated Person above)	Family Name	
	First Name:	
	Middle Name:	
Payee Address (Street, City, Country, as held by your bank)	Street:	999 PHUTTHAMONTHON 4 RD., SALAYA, PHUTTHAMONTHON
	City:	NAKHON PATHOM
	Country:	THAILAND
Remittance email address	OPRESEARCH@MAHIDOL.AC.TH	

Signature of the duly authorized representative of the University:

I/we, as the duly authorized representative of the University of this agreement, hereby certify that the Payee information provided above is accurate and payments under this agreement should be made to the above named Payee by the University in the fulfilment of its obligations herein.	
Signature	
Name:	
Position:	
Date:	

Annex 3
Payment and Reporting Schedule

Instalments	Payments/Reports	Value(s)
1 st	-within 30 (thirty) days after signing agreement USD
2 nd	-within 30 (thirty) days after University/Collaborator receive 1 st progress report -1 st progress report period is from..... to USD
3 rd /final instalment	-within 30 (thirty) days after University/Collaborator receive 2 nd progress report -2 nd progress report period is from..... to USD
-	Final report period is from..... to	-